

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION**

**VOLVO FINANCIAL SERVICES,
A DIVISION OF VFS US LLC,**

PLAINTIFF

v.

Civil Action No. 3:09-00312-HTW-LRA

**CC TRUCKING, INC., KK
TRUCKING INC., TIM COGHLAN,
and BETHANY RENEE COGHLAN**

DEFENDANTS

JUDGMENT

Plaintiff Volvo Financial Services, a division of VFS US LLC ("VFS"), filed a Verified Complaint [Doc #1] on May 22, 2009, seeking recovery of certain debts and obligations from CC Trucking, Inc. ("CC Trucking"), KK Trucking, Inc. ("KK Trucking"), Tim Coghlan, and Bethany Renee Coghlan, (collectively "Defendants"). The Court, being advised that Defendants no longer object to the relief requested in the Complaint, hereby renders judgment in favor of VFS and against KK Trucking and Tim Coghlan in the amount of \$27,986.97 plus interest accrued from February 9, 2009, costs, and attorneys' fees. Additionally, the Court renders judgment against all Defendants in the amount of \$731,841.67 plus interest accrued from April 15, 2009, costs, and attorneys' fees. The total amount of this judgment (\$759,828.64) includes unpaid debt for the equipment financed by VFS as described in two promissory notes, one signed by KK Trucking dated October 27, 2006 ("Promissory Note One") and one signed by CC Trucking dated January 4, 2007 ("Promissory Note Two"), and three continuing guarantees, one signed by

Tim Coghlan dated October 27, 2006 ("Guaranty One"), one signed by KK Trucking and Tim Coghlan dated January 4, 2007 ("Guaranty Two"), and one signed by Bethany Renee Coghlan dated March 26, 2008 ("Guaranty Three"), together with default interest and attorneys' fees as calculated below:

I. PROMISSORY NOTE ONE AND CONTINUING GUARANTY ONE

Principal	\$ 27,986.97	
Post-Default Interest	\$ 2,896.65	(up through 9-4-09) (per diem \$13.99)
Attorneys' Fees	\$ 2,694.96	

II. PROMISSORY NOTE TWO, CONTINUING GUARANTY TWO, AND CONTINUING GUARANTY THREE

Principal	\$731,841.67	
Post-Default Interest	\$ 51,960.76	(up through 9-4-09) (per diem \$365.92)
Attorneys' Fees	\$ 2,694.96	

The Court finds that the above figures are a just debt and obligation and that entry of this Judgment against Defendants in the amount and under the terms provided herein is proper.

It is therefore ORDERED, ADJUDGED and DECREED that VFS have and recover from Defendants KK Trucking and Tim Coghlan the sum of \$27,986.97, plus interest (accruing at a *per diem* rate of \$13.99 from February 9, 2009), costs, and attorneys' fees as provided herein.

The Court further ORDERS, ADJUDGES, AND DECREES that VFS have and recover from Defendants CC Trucking, KK Trucking, Tim Coghlan, and Bethany Renee Coghlan the sum of \$731,841.67, plus interest (accruing at a *per diem* rate of \$365.92 from April 15, 2009), costs, and attorneys' fees as provided herein.

It is finally ORDERED by the Court that payment of the proceeds of the judgment and costs herein shall be made directly to the attorneys of record for VFS and that, upon receipt thereof, the attorneys of

record for VFS will satisfy said judgment on the records of this Court.

SO ORDERED, this the 30th day of December, 2009.

s/ HENRY T. WINGATE
CHIEF UNITED STATES DISTRICT JUDGE

SUBMITTED BY:

/s/Robert F. Walker
Robert F. Walker (MSB No. 100660)
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READ BY:

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